

IMPORTANT NOTES ABOUT THIS TEMPLATE: This sample template (“Template”) relates solely to the use of the mobile messaging program (the “Program”), or to data collection and use of personal information gathered through the Program, and is for informational purposes only. **You should consult independent legal advice before implementing this Template in whole or in part.**

TEMPLATE MOBILE MESSAGING TERMS AND CONDITIONS

Last updated: [insert date]

[Insert full legal company name] (“[insert company name]”) operates a mobile messaging program (the “Program”), subject to these Mobile Messaging Terms and Conditions (these “Mobile Messaging Terms”). The Program and our collection and use of your personal information is also subject to our Privacy Policy. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms and our Privacy Policy.

1. Program Description: We may send to you mobile messages under this Program in various formats, including mostly transactional messages (“Transactional Messages”) and potentially some marketing messages (“Marketing Messages”). Marketing Messages are intended to advertise and promote our products and services and may include, for example, product offers, service specials, and available appointments. Transactional Messages relate to an existing or ongoing transaction and may include appointment reminders, treatment recalls, surveys, newsletters, and other transaction-related information. Message frequency will vary.

You agree that we, our affiliates, and any third-party service providers may send you messages regarding the foregoing topics. Such messages may be sent using different telephone numbers or short codes. Notwithstanding the foregoing, we will not send you Marketing Messages if you have opted out of receiving such messages. We do not charge for mobile messages sent through the Program, but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for short message service and multimedia messages.

2. User Opt-In: By providing your mobile phone number to us or signing the Consent Form, you are opting in to the Program, and you agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, including if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of that mobile phone number, you agree to promptly notify us. Your participation in the Program is voluntary and does not require the purchasing of any goods or services from us.

3. User Opt-Out and Support: You may opt out of the Program at any time. If you wish to opt out of the Program and stop receiving mobile messages from us, or if you no longer agree to these Mobile Messaging Terms, reply “STOP” to the mobile number the message is sent from. You acknowledge that you may continue to receive text messages for a short period while we process your request, and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only reasonable method of opting out. If you want to join the Program again, you may do so by signing up as you did the first time, and we will resume sending messages to you. For support, reply “HELP” to any mobile message from us or contact us at [\[add contact information\]](#).

Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with these requirements set forth in the Mobile Messaging Terms. We may also change the telephone number or short code used to operate the Program at any time and will notify you of any such change. You acknowledge that messages sent to a telephone number or short code that has been changed may not be received, and we are not responsible for failing to honor requests sent to a number or short code that is no longer in use.

4. Disclaimer of Warranty and Liability: The Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. You agree that neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program.

5. Modifications: We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Mobile Messaging Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Mobile Messaging Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.